

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

**L.1 PROVISIONS INCORPORATED BY REFERENCE**

52.204-6 DATA UNIVERSAL NUMBERSIN SYSTEM (DUNS) NUMBER (DEC 2012)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

52.237-1 SITE VISIT (APR 1984)

**L.2 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee, Indefinite-Delivery Indefinite- Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

**L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Dock Master

Goddard Space Flight Center/Wallops Flight Facility  
Wallops Island, VA 23337  
Building F-19 Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: NNG13374674R

Attn: Bernard J. Pagliaro, Contracting Officer

WFF Mail Code: 210.I/Bldg. E-105

Contracting Officer's Phone Number: 757-824-1277

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/Far/>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

**L.6 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)**

(a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

(End of provision)

### **L.7 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

### **L.8 1852.233-70 PROTESTS TO NASA (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

### **L.9 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

**See Provision L.20**

(End of provision)

### **L.10 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)**

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

**Refer to Attachment H – List of Installation Accountable Government Property**

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property. **None**

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

(End of provision)

**L.11 COMMUNICATIONS REGARDING THIS SOLICITATION**

(a) Questions or comments regarding this solicitation must be submitted in writing (cite the solicitation number) and be directed to the following Government representative:

Name: Finale M. Uptegrow, Contract Specialist  
FAX: 757-824-2157  
Email: Finale.M.Uptegrow@nasa.gov  
Address: NASA GSFC Wallops Flight Facility  
Bldg. E105  
Wallops Island, VA 23337

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted via email no later than **April 12, 2013 at 4:00 p.m. est.** to allow for analysis and dissemination of responses in advance of the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

**L.12 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (June 1988)**

Title: WESC Online Procurement Library  
Web Address: <https://foiaelibrary.gsfc.nasa.gov>  
POC: Finale Uptegrow  
POC number: 757-824-2794

(End of provision)

**L.13 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2012)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A as demonstrated in the Representative Task Orders. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offeror shall respond to how they would approach two Representative Task Orders (See L.15).

**THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP!**

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 3 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 10 Hard Copies and two electronic copies
III	Cost Volume	Original plus 2 Hard Copies, and one additional copy for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 10 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 15% of the proposed Representative Task Order 1 (RTO 1) estimate] shall include one (1) additional separately packaged copy of their Cost Proposal, marked “NNG13374674R/NASA Proposal Evaluation Material, which the Government will forward to the cognizant Defense Contract Audit Agency (DCAA) office with their audit request.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission. Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

The proposal shall include a matrix showing where in the proposal the applicable technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) **PROPOSAL CONTENT AND PAGE LIMITATIONS**

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.14</b>	<b><i>None</i></b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.15</b>	<b>85 Pages</b>
(a) Cover Page, Indices, Table of Contents, SOW Compliance Matrix, Total Compensation Plan, Phase-in Plan, and Safety and Health Plan			<b>Excluded</b>
(b) Deviations & Exceptions			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.16</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices (Attachment B)			<b>None</b>
(b) Cost Exhibits			<b>None</b>
(c) Basis of Estimates			<b>20 Pages per RTO*</b>
(d) Deviations/Exceptions			<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.17</b>	<b>Mixed</b>

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

Proposal Component	Volume	Reference	Page Limitations
(a) Information from the Offeror			<b>30 Pages*</b>
(b) Cover Page, Indices, Customer Evaluations, Termination/De-scope information, and List of Acronyms			<b>Excluded</b>
(c) Deviations & Exceptions			<b>Excluded</b>

***\*Prime and each individual significant subcontractor (page limitation is for the total component (prime and subs)).***

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate ringed (or similarly bound) binders. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited **except** for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

**L.14 OFFER VOLUME (APR 2012)**

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 300 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors-Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

**(1) Business Systems**

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system. Offerors who do not have a cognizant DCAA adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

### **(2) Contract Administration**

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

### **(3) Responsibility Information**

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

### **(4) Taxpayer Identification Number**

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

### **(5) Government Property**

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

### **(6) Subcontractor Listing**

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

### **(7) 8(a) Joint Venture**

If an 8(a) joint venture is proposed, the offeror **should** submit a Small Business Administration (SBA) signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

- Identify the companies included in the joint venture.
- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application was submitted to for review and approval.
- If not yet approved, identify the steps you have taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity).

SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.

### **(8) Contract Security Classification**

Provide documentation verifying compliance with Attachment E DD Form 254, Contract Security Classification Specification.

### **(9) Organizational Conflicts of Interest**

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, Attachment **J**; Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(End of Provision)

## **L.15 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (APR 2012)**

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

### **General Instructions**

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. **However, these instructions may include Government identified risks that the offeror must also address.** The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk-- the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

### **2. Mission Suitability Proposal Format**

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A –Technical Approach

Subfactor B – Management Approach

### **Offeror Deviations/Exceptions**

This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting."

### **3. Mission Suitability Instructions by Subfactor**

#### **Subfactor A –Technical Approach**

The offeror shall provide separate written task plans (TP) for each of the two RTOs included as Enclosure 1. In accordance with the Task Ordering Procedure clause in Section H of this RFP, each TP shall identify the technical approach, labor categories, projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the effectiveness and efficiency of the offeror's plan for accomplishing the RTO. The TPs shall also explain the approach for identifying optimum skill mix based upon the requirements of each of the individual RTOs, as well as the offeror's approach for matching skill mix to services/functions. The technical approach narrative included in each TP should describe the techniques and procedures that will be used to satisfy the RTO requirements in a timely and effective manner.

Each TP must be specific, detailed, and complete to demonstrate a clear and full understanding of the task objectives, potential technical problems, risks, critical issues, and any other anticipated problems as well as subsequent mitigation/resolutions. Each TP shall identify the most significant potential risks under each of the RTOs and must describe the risk management techniques that will be used to manage identified risks during RTO performance. Any assumptions made in preparing a response to these RTOs must be clearly stated in each individual TP.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

The offeror shall provide a separate narrative addressing their compliance to the higher-level contract requirements identified in clause E.2 of this RFP.

The offeror shall provide a separate narrative describing any new or innovative methods, techniques or technologies that will be implemented at the contract and not task order level. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. All discussions must be clear and concise and refer to the appropriate SOW activity. In order for the Government to consider a proposed innovation's value, the Offeror must also clearly describe the innovation in Contract Attachment M, which the Offeror shall include as part of the model contract in the Offer Volume of their proposal. The Offeror will receive credit for the proposed innovation only to the extent of its description in Attachment M, as explained in its Mission Suitability proposal. Inconsistent statements about any innovations in the proposal may result in a neutral or negative evaluation by the Government. Any innovation may result in a positive, neutral, or negative evaluation in spite of the Government's right to waive an innovation during contract period under clause H.17, Contractor Proposed Innovations, of the contract.

### **Subfactor B-- Management Approach**

Discuss interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated. Include an organizational chart that identifies where this contract fits in the corporate structure. Also provide an organizational chart for this program identifying all managerial positions by title.

Provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, and lines of communication. The plan should also discuss the processes for resolving priority conflicts for resources (the ability to effectively manage resource priorities) and functions (the ability to provide expertise in multi-discipline areas of the SOW simultaneously) within the organization. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

If subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) a separate organization chart for each subcontractor; 2) the basis for selection of the subcontractor; 3) the nature and extent of the work to be performed by the subcontractor; 4) the benefits of these arrangements to the Government; and 5) methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance. The offeror shall discuss its plans for addressing any problems that arise as a result of poor and/or non-performance of subcontracted portions of the contract. For any subcontracting agreements the offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed.

Provide an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The plan shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. Describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority in resolving

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

priority conflicts for resources (the ability to effectively manage resource priorities) and functions (the ability to provide expertise in multi-discipline areas of the SOW simultaneously) not under the Program Manager's direct control such as personnel, finances and facilities.

The offeror shall describe the positions considered critical to meet the requirements of the contract. The descriptions shall include the rationale for identifying these positions as critical. The descriptions shall also include a list of the qualifications associated with each position. The list shall include the position title, to whom the position reports, summary of duties and responsibilities, and minimum education and minimum experience qualifications required for the position. Each critical position identified shall describe applicable qualifications, span of control, and authority to manage and redirect resources and/or subcontracts. The approach for utilization of critical positions, proposed usage and contingency plans for replacement of critical personnel shall be provided and discussed in a thorough manner.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 30 day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 30-day phase-in period will be accomplished through the issuance of a separate fixed price vehicle.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." The offer shall discuss its approach to providing adequate safety and protection of subcontract employees for any proposed subcontract as applicable.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website: <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination. The offeror's plan shall address their approach to handling hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3 – Alternate I) if applicable.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this RFP. Detail your process for responding quickly and efficiently to requests for task plans. Detail your plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The offeror shall describe what management expertise their firm brings to understanding and managing multiple tasks and performance-based contracts of this magnitude. The Offeror shall describe its approach to manage workload variability/surge requirements and describe any proposed efficiencies that can be utilized for managing task orders. The offeror shall describe

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

methods for managing manpower fluctuations, meeting day to day requirements and techniques utilized to assure efficiency.

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must: Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations. The Offeror shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibit 13A & 13B "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include Exhibit 13A or 13B but should reference where the information appears in the Cost Proposal.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

#### **4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

### **L.16 COST VOLUME INSTRUCTIONS (JAN 2012)**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data –Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

#### **1. Instructions**

An important prerequisite for the award of the contract is that prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

sufficient detail to allow direct and indirect rate verification and audit of selected costs. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for data other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost. Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted. Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, inter-organizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For any subcontracts, exceeding **15%** of the proposed Representative Task Order (RTO) 1 cost estimate, the proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the Prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged. Program management costs must be included in the RTO cost estimates in accordance with the instructions in Section 2 below.



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than certified cost or pricing data described in Section 2 below.

2. Cost Proposal Format

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

Provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median salary and provide rationale.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

(b) DIRECT LABOR AND INDIRECT RATES MATRIX

Offerors shall complete **Attachment B**, Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices, for each contract year. The direct labor and indirect rates are "not to exceed" bid rates. During contract performance, offerors will be permitted to offer costs for task orders to be placed at lower rates than are listed in these matrix in accordance with the "TASK ORDERING PROCEDURE" and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this contract.

The labor categories proposed must reflect all labor categories and levels within each category anticipated to perform the requirements of the Statement of Work and Representative Task Orders and should range from entry level to the most senior level.

In **Attachment B**, the prime Offeror shall propose unburdened direct labor rates for all labor categories in Section 1; all individual bid indirect rates in Section 2, (clearly delineating onsite and offsite rates); and rates or factors for cost estimating relationships in Section 3. Onsite is defined as NASA Wallops Flight Facility. Offsite is defined as the Contractor's facility. The Offeror's fee rate included in Section 4 of the matrix shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. In Section 5,

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

the Offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor. In Section 6, provide Position Qualifications for all Offeror proposed direct labor categories specified in Section 1 and all significant subcontractors' proposed direct labor categories specified in Section 5.

### (c) SUMMARY OF RTO ESTIMATED COST AND FIXED FEE

**Exhibit 1** summarizes the cost, fixed fee and total proposed CPFF for **the two (2) RTOs** based on bid labor and bid indirect burden rates. The fixed fee is to be proposed as a percentage of the estimated cost in accordance with the percentage proposed in **Attachment C**.

### (d) REPRESENTATIVE TASK ORDER (RTO) COSTS

The Offeror shall complete **Exhibit 2** for each Representative Task Order, by month. In these exhibits, Offerors shall include all costs (direct labor, indirect costs, ODCs, and fee) associated with performing the RTOs (Exhibit 4). Offerors shall use the "not-to-exceed" bid rates proposed in **Attachment B** for pricing the RTO. Offerors are encouraged to use the labor categories provided in Exhibit 16 in the development of the RTO costs, however it is not requirement. If the offeror chooses not to use the labor categories provided, offerors should accurately map and identify the labor category utilized to the appropriate category within Exhibit 16.

In addition to the summary cost proposal exhibit for the RTO, Offerors shall provide detailed back-up cost spreadsheets that include the following elements by contract year:

- Prime labor, including labor hours, rates, and categories for personnel (detailed in **Exhibit 2A**);
- Subcontractor hours by labor category by month, grouped by subcontractor (detailed in **Exhibit 2B**)
- Contract Program Management and Administrative Support costs; include and identify, if not included in indirect costs;
- Indirect labor burden(s) (i.e. Overhead and Fringe Benefits (if separate pool));
- Other Direct Costs (ODCs), office supplies, subcontracts, and any other miscellaneous other direct costs;
- General & Administrative burden(s)
- Fixed Fee

### (e) RTO SOURCE OF PERSONNEL

**Exhibit 3** shows the offeror's plans to obtain the required personnel for each RTO. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for the first RTO contract year.

### (f) BASIS OF ESTIMATES (BOE)

The BOEs are for the Representative Task Order s only. Each RTO cost proposal shall include a separate BOE section. The Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each RTO. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

the proposal. The information provided under this section, along with audit information, will be used to assess cost realism.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Use of any established cost-estimating relationships
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.
- The supporting rationale associated with these proposed ODC expenses, including additional travel and materials expenses exceeding the Government provided plug number values, shall also be submitted.

The BOE shall be inclusive of the Prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

### (g) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBITS

**Exhibit 4** summarizes the Contractor's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2** of **Attachment B**, Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices.

### (h) EXPENSE POOLS

#### **Exhibit 5A Overhead Expense Pool**

**Exhibit 5A** shows the details of the expenses in the overhead pool by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one overhead pool is proposed, a separate **Exhibit defined as 1-A, B, etc.** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom rates were negotiated. If not negotiated, furnish explanation and basis of rates.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

### **Exhibit 5B General and Administrative (G&A) Expense Pool**

**Exhibit 5B** shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one G&A pool is proposed, a separate **Exhibit 5B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

#### **(i) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)**

Offerors shall complete **Exhibit 6** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established cost estimating relationship in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

*If all recurring ODCs are included in your indirect expenses, **DO NOT** remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.*

#### **(j) OTHER DIRECT COSTS (ODCs) BY RTO**

Offerors shall complete **Exhibit 9** for each RTO detailing the proposed other direct cost items and costs by contract year.

#### **(k) PROBABLE SUBCONTRACTS**

Offerors shall complete **Exhibit 10** summarizing the activities that the offeror proposes to subcontract out by RTO.

#### **(l) PHASE-IN PLAN**

Offerors shall propose the total firm-fixed-price associated with the 30-day phase-in period, which will be performed under a separate, firm-fixed-price contractual vehicle. **Exhibit 11** shall be used to state the proposed price for the phase-in, which is expected to commence on or about March 2014.

#### **(m) PRODUCTIVE WORK YEAR CALCULATIONS**

**Exhibit 12** summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

#### **(n) FRINGE BENEFITS EXHIBITS**

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibit 13A and 13B**, Fringe Benefit Charts (Exempt and NonExempt). Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

#### **(o) DCAA AND DCMA INFORMATION**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

Offerors shall complete **Exhibits 14 and 15** provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

### **3. Deviations/Exceptions (Cost Volume)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

### **L.17 PAST PERFORMANCE VOLUME (MAR 2012)**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

#### **(a) INFORMATION FROM THE OFFEROR**

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$1.2 million dollars that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$1.2 million dollars. The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$1.6M (\*10\*% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

information and available historical performance data in this estimate). Indicate the primary functions (SOW, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

### **L.18 PROPOSAL MARKING AND DELIVERY**

(Offeror: The offeror SHALL comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

(a) **EXTERNAL MARKING OF PROPOSAL PACKAGE(S)**

All proposal packages must be closed and sealed. The required mailing address and external marking for proposals is as follows:

**"NASA/Wallops Flight Facility  
Wallops Island, VA 23337  
Building F-19 — Shipping and Receiving  
Solicitation Number NNG13374674R  
Attn: Finale M. Uptegrow, Contract Specialist  
Building E105  
PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NNG13374674R

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING F-19 SHIPPING AND RECEIVING, NO LATER THAN THE DATE AND TIME STATED ON THE SOLICITATION FACE PAGE.

### (b) DESIGNATED RECEIVING OFFICE

The designated receiving office for proposals is Building F-19 Shipping and Receiving, Wallops Flight Facility, which must be accessed from the front Gate of Wallops Flight Facility. Proposals must be received at the designated receiving office no later than the date and time stated on the solicitation face page.

Building F-19 Shipping and Receiving is open from 8:00AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel perform the Wallops Flight Facility receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to Building F-19 Shipping and Receiving. Wallops Flight Facility badges, escorts, etc. are required for access to Building F-19 and it is the sole responsibility of the Offeror to request access from the Contracting Officer, if needed. The Government will not be responsible for Offeror's not officially requesting access from the Contracting Officer at least 7 days in advance of the date and time stated on the solicitation face page if access to Wallops Flight Facility is required for delivery of a proposal.

### (c) METHODS OF PROPOSAL DELIVERY

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail

Commercial Delivery Service

Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of Provision)

## **L.19 1852.228-80 INSURANCE - IMMUNITY FROM TORT LIABILITY (SEP 2000)**

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at FAR 52.228-7, Insurance - Liability to Third Persons, and the associated NFS clause 1852.228-81, Insurance - Partial Immunity from Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution. The clause at NFS 1852.228-82, Insurance - Total Immunity from Tort Liability, will be included in the contract.

(End of provision)



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
NNG13374674R

**L.20 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DECEMBER 1988)**

(a) A pre-proposal/pre-bid conference was held as indicated below:

Date: January 7, 2013

Time: 9:00 a.m.

Location: Bldg. E100

Other Information, as applicable:

**Additional information regarding maximum number of attendees and deadline for registration will be posted online.**

(b) Attendance at the pre-proposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)